IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION

CRIMINAL REVISION APPLICATION NO. 91 OF 2006

Ramesh Ramchandra Kalyankar ..Applicant
(Org. Accused)

vs.

The State of Maharashtra & anr. ..Respondents

Mr. R.L. Patil with Mr. Milind Sawant for applicant.
Ms. A.S. Pai, APP for respondent no.1-State.
Mr. Kiran Kandpile for respondent no.1-complainant.

CORAM: B.H. MARLAPALLE, J.

Date : February 02, 2007.

P.C.:

1. Heard. Rule. Respondents waive service. By consent, Rule is taken up for hearing forthwith.

2. Being aggrieved by the order dated 7/2/2006 the applicant-accused has filed this Criminal Revision Application. During the pendency of this application, the original complainant and the applicant have arrived at a compromise, the terms of which have reduced in writing and placed before this court. Consequently, this application was amended with the leave of this court so as to invoke inherent powers

under Section 482 of Cr.P.C. so as to quash the complaint registered as C.R. No.135 of 2005 with the Khalapur Police Station.

3. On the basis of the complaint filed by Shri Arjun Tahilramani, C.R. No.135 of 2005 came to be registered against the applicant and two others for offences punishable under Sections 465, 467, 468, 471, 474, 419, 420 and 427 of IPC and consequently the applicant was taken in custody by the Khalapur Police Station. He was released on bail by the learned JMFC and the State of Maharashtra challenged the said order before the Additional Sessions Judge, Raigad-Alibag. The impugned order thus originated from C.R. No.135 of 2005.

4. The facts of the case in brief are that the complainant owns agricultural land in Survey No.151 Hissa No.1B/1 and Survey No.155 Hissa Nos.1 to 4 of village Nadhal of Khalapur Taluka in District Raigad and the said land came to be purchased by the applicant by two separate registered sale deeds dated 2/7/2005. As per the complainant the sale transaction

is bad in law and by someone who had no authority in law. As per the complainant on the basis of a fake power of attorney signed on behalf of the land owner the applicant no.1 purchased the property and, therefore, the complainant had to approach the police station, in addition to resorting to civil remedies.

5. The consent terms entered between the parties are duly signed by the complainant through his power of attorney as well as the applicant and their respective learned advocates. The said consent terms are taken on record and marked "X" and the power of attorney of the original complainant is marked as "Y" for identification. The applicant has agreed that he purchased the suit land under misrepresentation and the registered sale deeds have not been signed by or on behalf of the land owner and, therefore, he has declared that he will have no claim on the suit land on the basis of the said sale deeds registered on 2/7/2005. He has agreed to give his consent for decreeing the suit filed by the complainant as well as he shall approach before the revenue authority and consent for deletion of the mutation entries made in

his favour in respect of the suit land. In short, it is the applicant's case that he has no claim whatsoever on the suit land and the transaction was under a bona fide belief that it was the genuine power of attorney of the land owner who signed the same. However, having realised that it was under misrepresentation, the applicant has decided to absolve the same and declare that he has no right, title or any claim in respect of the suit land and that the sale deeds dated 2/7/2005 are null, void ab initio and inoperative. The original complainant, in turn, has agreed not to proceed with the complaint which came to be registered as C.R.No.135 of 2005 with Khalapur Police Station. The original complainant also has no objection if the complaint is quashed and set aside under the powers of this court under Section 482 of Cr.P.C. Mrs.Pai the learned APP on the other hand states that in view of the compromise arrived at between the parties, the State would have no objection to such a compromise and the complainant withdrawing the complaint.

6. In the premises, I am satisfied that the

parties should be allowed to bring all the complaints, court cases and/or the proceedings before the revenue authority to an end on the basis of the consent terms signed by them today and it would be in the interest of all the parties concerned that the consent terms are allowed to be acted upon, more so when both the parties agreed to be bound by the same. They have also agreed that they would approach the concerned revenue authorities as well as courts for appropriate orders to be passed in favour of the original landlord on the basis of the consent terms.

7. Hence, this application succeeds and the same is hereby allowed. Rule is made absolute in terms of prayer clause (A-1) and (B) (portion marked in red).

8. Copies of this consent terms be forwarded by the Registry to the Police Station at Khalapur, Tahsildar - Khalapur, District Judge, Raigad at Alibag and the Collector, Raigad.

(B.H. Marlapalle,J.)